

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION**

**ALFA CORPORATION,**  
an Alabama corporation,

Plaintiff,

v.

**ALFA MORTGAGE  
INCORPORATED,** an Indiana  
Corporation,

Defendant.

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

**Case No. 2:06-cv-962-WKW-WC**

**MEMORANDUM OF LAW AND SUBMISSION IN SUPPORT OF  
PLAINTIFF’S MOTION FOR ENTRY OF DEFAULT JUDGMENT**

**I. INTRODUCTION AND PROCEDURAL BACKGROUND**

Plaintiff Alfa Corporation is a financial services conglomerate, providing a variety of insurance and financial services. Plaintiff does business under the “Alfa” name, including but not limited to “Alfa Insurance” and “Alfa Financial.” Plaintiff is the owner of various federally registered trademarks under the “Alfa” name. Plaintiff is based in Montgomery, Alabama and conducts business in several states.

Defendant Alfa Mortgage Incorporated is a corporation organized and existing under the laws of the State of Indiana. Defendant is a corporation involved in making a variety of mortgage loans, including residential mortgage loans, residential construction loans, and commercial loans on a national basis. Defendant is located in Indianapolis, Indiana. Defendant does business and/or is licensed currently in Indiana, Illinois, Minnesota and Oregon, and is attempting to register in California.

Prior to the commencement of this action, on August 22, 2006, Plaintiff's counsel sent a cease and desist letter to Defendant, demanding that Defendant stop doing business under the name "Alfa Mortgage Incorporated." *See* Declaration of Juan C. Basombrio, Esq., 2008 ("Basombrio Dec."), ¶ 2 and Ex. 1 (cease and desist letter). Defendant nonetheless willfully refused to discontinue its use of the name "ALFA" and other infringing activities.

Plaintiff filed this action on October 25, 2006 for trademark infringement and unfair competition. (Doc. 1). Plaintiff served Defendant with a copy of the summons and Complaint. (Doc. 6). Defendant's motion to dismiss the Complaint was denied, and Defendant was ordered to answer the Complaint. (Doc. 18). Defendant was granted several extensions of time to answer. (Doc. 20, 26 and 28). On December 17, 2007, the Clerk of this Court entered Defendant's default on the Complaint for failure to Answer. (Doc. 30). Defendant has failed to answer since default was entered. Accordingly, Plaintiff now moves for entry of a default judgment, awarding Plaintiff a permanent injunction and Plaintiff's reasonable attorney's fees.

## **II. FACTUAL BACKGROUND**

This is a civil action arising out of Defendant's infringement, in violation of Section 32(1) of the U.S. Trademark Act of 1946 ("Lanham Act"), 15 U.S.C. § 1114 (1), of federally registered trademarks owned and used by Alfa Corp., unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), common law trademark infringement, common law unfair competition, and statutory trademark dilution. *See* Complaint ¶ 1.

Plaintiff is organized and existing under the laws of the State of Delaware, with its principal place of business in Montgomery, Alabama. *See* Complaint ¶ 4. Defendant, Alfa Mortgage Incorporated, is a corporation organized and existing under the laws of the State of Indiana, with its principal place of business located in Indianapolis, Indiana, and doing business in Indiana, Illinois, Minnesota, and Oregon. *See* Complaint ¶¶ 5-6.

Plaintiff is a financial services company that traces its roots to the mid-1940's in Alabama, when the leadership of the Alabama Farm Bureau Federation decided that it would make insurance available to farmers at affordable premiums. *See* Complaint ¶ 7. Today, the Plaintiff is a financial services conglomerate, operating through a number of wholly owned subsidiaries, divisions, and related companies. *Id.* at ¶ 8. Plaintiff is a publicly traded company listed on the NASDAQ stock exchange under the symbol "ALFA." *Id.* at ¶ 9.

Plaintiff's lines of business include, among other things, insurance and reinsurance services, conducted through Alfa Insurance Corp., Alfa Life Insurance Corp., Alfa General Insurance Corp., Alfa Mutual General Insurance Company, Alfa Mutual Insurance Company, Alfa Mutual Fire Insurance Company, Alfa Specialty Insurance Corp., and other related companies. *See* Complaint ¶ 10.

Plaintiff and its related companies hold state insurance and/or reinsurance licenses in the States of Virginia, Alabama, Florida, Georgia, Michigan, New York, Pennsylvania, South Carolina, Ohio, Connecticut, Wisconsin, Indiana, Massachusetts, North Carolina, Louisiana, Mississippi, Arkansas, Missouri, Tennessee, Texas, Washington, New Mexico, Wyoming and Oklahoma, among others. *See* Complaint ¶ 11. Plaintiff also is engaged in providing a variety of other financial services and products, including but not

limited to offering equity lines of credit on residential real estate and other mortgage services (through Alfa Financial Corp.); commercial leasing services (through OFC Capital, a division of Alfa Financial Corp. doing business in all 50 states); benefits services (through Alfa Benefits Corp.); and realty and building services (through Alfa Realty, Inc., Alfa Properties, Inc., and Alfa Builders, Inc.), among other things. *See* Complaint ¶ 13. Plaintiff also is a thrift holding company qualified with the United States Office of Thrift Supervision and is a significant shareholder in a financial services company that has a wholly-owned bank. Plaintiff and certain of its subsidiaries also hold state banking licenses. *Id.* at ¶ 12.

Plaintiff has steadily expanded, and continues to expand, the breadth and scope of its operations into diversified insurance, banking, mortgage, securities, and a host of other financial services. These and other types of insurance and financial services are within the natural zones of expansion for the lines of business in which the Plaintiff has operated for many years. *See* Complaint ¶ 14.

Plaintiff and its subsidiaries, divisions and related companies have for many years done business under the name “ALFA,” including but not limited to Alfa Corporation., Alfa Insurance Corp., Alfa Life Insurance Corp., Alfa Mutual General Insurance Company, Alfa Mutual Insurance Company, Alfa Virginia Mutual Insurance Company, Alfa Mutual Fire Insurance Company, Alfa General Insurance Corp., Alfa Specialty Insurance Corp., Alfa Vision Insurance, Alfa Realty, Inc., Alfa Benefits Corp., Alfa Properties, Inc., Alfa Ventures II, L.L.C., Alfa Builders, Inc. and Alfa Investors, among others. By virtue of the foregoing uses, the Plaintiff has acquired common law trademark

rights throughout the United States, including but not limited to in the State of Alabama. *See* Complaint ¶ 15.

Plaintiff also is the holder of a number of valid federally registered trademarks incorporating the word “ALFA,” including but not limited to: ALFA INSURANCE (Registration No. 2671861), ALFA INSURANCE & design (Registration No. 2088673), ALFA HEALTH (Registration No. 2697512), ALFA REALTY (Registration No. 2677418), and ALFA REALTY & design (Registration No. 2671857), which are registered in various classes, including insurance and underwriting services. Plaintiff also is the holder of various “ALFA” trademark registrations, including in the insurance classes, in the State of Alabama. Plaintiff’s use of its various “Alfa” trademarks began before Defendant could claim to have commenced use of the Alfa name at issue in this action. *See* Complaint ¶ 16.

Plaintiff has a number of pending trademark applications with the Patent & Trademark Office, including but not limited to CALL ALFA, MY ALFA, CALL ALFA (stylized), ALFA INSURANCE, ALFA COMPANIES, ALFA CORPORATION, and ALFA FINANCIAL, which seek registration in various classes, including mortgage and lending services. *See* Complaint ¶ 17.

Over the years, Plaintiff and its related companies have invested millions of dollars in the advertisement and promotion of goods and services sold under the “ALFA” trademarks, helping to generate billions of dollars in sales under those marks. As a result, the “ALFA” trademark has become a distinctive identifier of goods and services provided by the Plaintiff, and a symbol of consumer goodwill whose value to the Plaintiff is incalculable. *See* Complaint ¶ 18.

Defendant is involved in making a variety of mortgage loans, including residential mortgage loans, residential construction loans and commercial loans on a national basis. *See* Complaint ¶ 19. Defendant's business is, thus, within the natural zone of expansion of the Plaintiff's business. *Id.* ¶ 21. Defendant's use of the name "ALFA" in connection with mortgage, loan, construction, and financial services is likely to cause confusion, mistake, or deception of the trade and public and to cause the trade or public to believe that Defendant's services are the same as Plaintiff's services or are authorized, sponsored or approved by Plaintiff or are otherwise affiliated or connected with Plaintiff or its services, and to dilute the distinctive quality of Alfa Corp.'s various "ALFA" trademarks. *Id.* ¶ 22.

Defendant's activities have caused, and will continue to cause, irreparable harm to the Plaintiff and to the substantial goodwill embodied in the Plaintiff's "ALFA" trademarks. Such acts will continue unless the Defendant is restrained by this Court. *See* Complaint ¶ 24. Plaintiff has no adequate remedy at law. *Id.* ¶ 24.

### **III. ARGUMENT**

#### **A. JUDGMENT OF DEFAULT IS APPROPRIATE PURSUANT TO FRCP 55(b)**

The allegations set forth in the Complaint have been deemed admitted by the Defendant in this action. Upon an entry of default, the well-pleaded allegations in the complaint are "taken as true the same as if they had been proven by evidence, and a defendant cannot later seek to contradict those allegations." *U.S. Bancorp Equip. Fin., Inc. v. AKFO, Inc.*, No. 2:06cv197-ID (WO), 2006 U.S. Dist. LEXIS 83782, at \*9 (M.D. Ala. Nov. 16, 2006). Entry of default judgment is appropriate where the allegations in the complaint establish a "sufficient basis" to support the default judgment. *Id.*

To establish trademark infringement and unfair competition, a plaintiff must establish “that its mark was used in commerce by the defendant without the registrant’s consent and that the unauthorized use was likely to deceive, cause confusion, or result in mistake.” *McDonald’s Corp. v. Robertson*, 147 F.3d 1301, 1308 (11th Cir. 1998); *see also Perry Ellis Int’l, Inc. v. Perry Ellis Int’l Europe, Ltd.*, No. 06-22020-CIV-MOORE/GARBER, 2007 U.S. Dist. LEXIS 77676, at \*\*15-16 (S.D. Fla. Oct. 18, 2007).

Here, the Complaint sets forth “detailed and specific” allegations supporting a default judgment as to each count in the Complaint. *See Virgin Records Am., Inc. v. Lacey*, No. 06-0639-WS-M, 2007 U.S. Dist. LEXIS 5214, at \*7 (S.D. Ala. Jan. 23, 2007).

As set forth in the Complaint and discussed above, the Plaintiff is a “financial services conglomerate” operating in many states through a number of wholly owned subsidiaries, divisions, and related companies. *See* Complaint ¶¶ 8-11. Plaintiff and its subsidiaries, divisions and related companies have for many years done business under various versions of the name “ALFA.” *Id.* ¶ 15. Plaintiff also has common law and federally registered trademark rights incorporating the word “ALFA” throughout the United States, dating from before the Defendant could claim to have commenced use of the Alfa name. *Id.* ¶¶ 15-16. In addition to the existing rights derived from use and registration of the “ALFA” mark, the Plaintiff has a number of pending trademark applications on file with the U.S. Patent and Trademark Office. *Id.* ¶ 17. Although allegations pertaining to the measure of damages must be proven, Alfa Corp. is not requesting damages here, and the attorney’s fees requested are supported by the attached Basombrio Declaration.

Defendant operates under the name “Alfa Mortgage Incorporated.” Defendant is

a corporation organized and existing under that name under the laws of the State of Indiana, with its principal place of business in Indianapolis, Indiana.. *See* Complaint ¶ 5. Defendant's business, providing mortgage loans, is within the natural zone of expansion of the Plaintiff's business. *Id.* ¶ 19-21. Accordingly, as alleged in the Complaint, the "Defendant's use of the name 'ALFA' in connection with mortgage, loan, construction and financial services is likely to cause confusion, mistake or deception of the trade and public and to cause them to believe that Defendant's services are the same as Alfa Corp.'s services or are authorized, sponsored or approved by Alfa Corp. or are otherwise affiliated or connected with Alfa Corp. or its services, and to dilute the distinctive quality of Alfa Corp.'s various 'ALFA trademarks.'" *Id.* ¶ 22.

As noted above, the legal effect of Defendant's default is that Defendant "has now admitted the facts recited in the Complaint." *Virgin Records Am.*, 2007 U.S. Dist. LEXIS 5214 at \*8. Because these facts establish the necessary predicates for a finding of trademark infringement and unfair competition on all counts of the Complaint, a finding of default judgment on all of the counts of the Complaint is appropriate.

**B. PLAINTIFF IS ENTITLED TO A PERMANENT INJUNCTION**

Entry of a permanent injunction to address cases of trademark infringement is authorized pursuant to 15 U.S.C. § 1116(a). To show entitlement to a permanent injunction, a plaintiff must show "1) that it has prevailed in establishing the right asserted in the Complaint; 2) that there is no adequate remedy at law for the violation of the right; and 3) irreparable harm will result if the court does not enter the injunction." *Perry Ellis Int'l*, 2007 U.S. Dist. LEXIS 77676, at \*15-16.



These elements are met here. Through the Defendant's default, the Plaintiff has established that it has prevailed on the merits of the Complaint. Where trademark infringement has been established, it is commonly recognized "that there is no adequate remedy at law to redress infringement and infringement by its nature causes irreparable harm." *Perry Ellis Int'l, Inc.*, 2007 U.S. Dist. LEXIS 77676, at \*\* 18-19.

But even without such a presumption, the Plaintiff is entitled to an injunction because, absent an injunction, the Defendant will continue using the "ALFA" mark. *See GMC v. Phat Cat Carts, Inc.*, No. 8:06-cv-900-SCB-MSS, 2006 U.S. Dist. LEXIS 96708, at \*21 (M.D. Fla. Sept. 28, 2006) ("Without a preliminary injunction Plaintiff would lose control of its trademarks because Defendant would freely continue to use Plaintiff's registered marks. This would result in a loss of money and goodwill for Plaintiff that could not easily be calculated or redressed.")

Indeed, the Defendant continues to be registered to do business in Indiana under the name "Alfa Mortgage Incorporated." Attached as Exhibit 2 to the Basombrio Declaration is a copy of a recent Certificate, issued January 26, 2008, from the Indiana Secretary of State's Office showing that the Defendant continues to be registered and in existence under the name "Alfa Mortgage Incorporated."

In addition, attached as Exhibit 5 to the Basombrio Declaration is a copy of selected portions of the Defendant's website. The Defendant's website continues to use the name "Alfa Mortgage." The website represents that the Defendant provides a variety of construction, commercial and residential mortgages under the Alfa Mortgage banner, including refinancing loans, payoff land contracts, VA mortgages, FHA mortgages, purchase mortgages, commercial loans, reverse mortgages, investor loans, second

mortgages, etc. The website also expressly represents that the Defendant services the States of Indiana, Illinois, Minnesota, Oregon and California. *Id.*

Moreover, as a result of the Plaintiff's use and marketing of the Alfa mark, that mark has become a distinctive identifier of goods and services provided by the Plaintiff, and a symbol of consumer goodwill, whose value to the Plaintiff is incalculable. *See* Complaint ¶ 18. Thus, the Plaintiff has no adequate remedy at law. *Id.* ¶ 24.

Plaintiff requires a permanent injunction to stop the Defendant's use of the Alfa mark. Defendant should be enjoined from: (i) using the name or designation "Alfa" in connection with any mortgage, loan, construction or financial services or related services in the United States; (ii) prosecuting any applications to register trademarks containing an "Alfa" name or designation in connection with any mortgage, loan, construction or financial services or related services in the U.S. Patent or Trademark Office or any other U.S. trademark authority; (iii) using any false designation of origin or false description or representation or any other thing calculated or likely to cause confusion or mistake in the mind of the trade or public or to deceive the trade or public into believing that Defendant's business and services are in any way associated or affiliated with or related to Plaintiff or Plaintiff's services as described herein; and (iv) filing any public record using the name "Alfa," and ordering that any such filings or registrations be withdrawn or rescinded. Defendant also should be ordered to transfer to Plaintiff ownership of the domain [www.alfamtg.com](http://www.alfamtg.com), and any other domains owned and/or controlled by Defendant which contain the word "Alfa."

Defendant also should be ordered to deliver to the Plaintiff for destruction or other disposition, within thirty days of the entry of final judgment, all labels, signs, prints,

packaging, wrappers, documents and advertising or promotional materials in its possession or within its custody or control that bear any designation in violation of Plaintiff's rights as decreed herein, together with all plates, molds, matrices and other means of making the same. Defendant also should be ordered to file with the Court and serve on counsel for Plaintiff, within thirty days after entry of any injunction issued by this Court, a sworn written statement of compliance as provided in 15 U.S.C. § 1116.

**C. PLAINTIFF IS ENTITLED TO ITS ATTORNEY'S FEES AND COSTS**

Under 15 U.S.C. § 1117, an award of attorney's fees is appropriate "where the conduct complained of can be characterized as willful and deliberate." *See Perry Ellis Int'l*, 2007 U.S. Dist. LEXIS 77676, at \* 25. "[T]he sort of misconduct that supports an attorney fees award includes not only willful infringement, but also willful defiance and protraction of judicial processes attempting to stop the illegalities." *Sara Lee Corp. v. Bags of New York, Inc.*, 36 F. Supp.2d 161, 170 (S.D.N.Y. 1999).

Infringement is considered willful where the infringer has acted with "actual knowledge or reckless disregard for whether its conduct infringed upon the plaintiff's copyright." *Arista Records, Inc. v. Beker Enters.*, 298 F.Supp.2d 1310, 1312 (S.D. Fla. 2003). Given that the Defendant (as alleged in the Complaint, admitted by virtue of the Defendant's default and as further set forth in the Basombrio Declaration) received a demand letter from the Plaintiff regarding the subject trademark infringement, as well as service of the present Complaint (which Defendant unsuccessfully moved to dismiss), yet continued to infringe the Plaintiff's trademarks, the Defendant's infringement clearly was knowing and willful. *See PetMed Express, Inc. v. MedPets.com, Inc.*, 336 F. Supp.2d 1213, 1222 (S.D. Fla. 2004) ("Further support for the awarding of attorney's fees is

provided both by Defendant's continued infringement even after receiving notice from Plaintiff and Defendant's failure to respond to the Complaint.")

Indeed, the Defendant continues to be registered to do business in Indiana under the name "Alfa Mortgage Incorporated." Attached as Exhibit 2 to the Basombrio Declaration is a copy of a recent Certificate, issued January 26, 2008, from the Indiana Secretary of State's Office showing that the Defendant continues to be registered and in existence under the name "Alfa Mortgage Incorporated."

And, as discussed above, attached as Exhibit 5 to the Basombrio Declaration is a copy of selected portions of the Defendant's website. The Defendant's website continues to use the name "Alfa Mortgage." The website represents that the Defendant provides a variety of construction, commercial and residential mortgages under the Alfa Mortgage banner. The website also expressly represents that the Defendant services the States of Indiana, Illinois, Minnesota, Oregon and California. *Id.*

Thus, despite the Plaintiff's cease and desist letter, the filing of this lawsuit, and the entry of default, the Defendant continues to refuse to stop its willful infringement.

Because Defendant's trademark infringement is willful, Plaintiff is entitled to an award of its attorney's fees. "[A]n award of attorney's fees and costs will serve the important functions of deterring future infringements, penalizing Defendant[] for [its] unlawful conduct, and compensating Plaintiff for [its] fees and costs." *PetMedExpress*, 336 F. Supp. 2d at 1222. Plaintiff seeks its reasonable attorneys fees in the amount of \$36,860.66. *See* Basombrio Declaration ¶ 5 and Exh. 4 (invoices for attorney's fees in this matter).

#### **IV. CONCLUSION**

Based on the foregoing, Plaintiff respectfully requests that this Court enter a default judgment in favor of Alfa Corp. on all the counts of the Complaint and award the requested relief in the form of the attached Proposed Order.

Dated: April 7, 2008.

Respectfully submitted,

s/Robert A. Huffaker

Robert A. Huffaker  
Rushton, Stakely, Johnston & Garrett, P.A.  
Post Office Box 270  
Montgomery, Alabama 36101-0270  
Telephone: (334) 206-3215  
Facsimile: (334) 481-0814  
E-Mail: rah@rsjg.com  
Alabama Bar Number: ASB-7668-U79R

Juan C. Basombrio  
Dorsey & Whitney LLP  
38 Technology Drive  
Irvine, California 92618  
Telephone: (949) 932-3600  
Facsimile: (949) 932-3601  
E-Mail: Basombrio.Juan@dorsey.com  
Bar Number: Admitted pro hac vice

Attorneys for Plaintiff  
ALFA CORPORATION

**CERTIFICATE OF SERVICE**

I hereby certify that on April 7, 2008, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF and I hereby certify that I have mailed by United States Postal Service, the document to the following non-CM/ECF participant:

Corina Shelton  
Alfa Mortgage Incorporated  
4272 Terrabella Way  
Oakland, California 94619

s/Robert A. Huffaker  
Of Counsel

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA**

**ALFA CORPORATION,**  
a Alabama corporation,

Plaintiff,

vs.

**ALFA MORTGAGE INCORPORATED,**  
an Indiana corporation,

Defendant.

**CIVIL ACTION NO.  
2:06-CV-00962-WKW-WC**

**DECLARATION OF JUAN C. BASOMBRIO, ESQ.**

I, Juan C. Basombrio, declare that if called as a witness in this action, I could and would competently testify to the following matters based on my personal knowledge:

1. I am an attorney at law, and a partner with Dorsey & Whitney LLP. I am counsel for Plaintiff Alfa Corporation in this action, and have been admitted *pro hac vice* before this District Court in the above-captioned action. I am trademark counsel for Alfa Corporation, am familiar with it, and have represented it in various trademark infringement actions.

2. Prior to serving the Complaint in this action, on behalf of Plaintiff Alfa Corporation, I sent a cease and desist letter to Defendant Alfa Financial Corporation on August 22, 2006. I never received any response to this letter. A true and correct copy of this letter is attached hereto as Exhibit 1. A copy of said letter was also attached to the Complaint herein.

3. A permanent injunction is necessary in the case at bar. Defendant continues to be incorporated and registered to do business in the State of Indiana under the name "Alfa Mortgage, Inc." Attached hereto as Exhibit 2 is a true and correct copy of a recent Certificate,

issued on January 16, 2008, which my offices obtained from the State of Indiana's Secretary of State's Office showing that the Defendant continues to be registered and in existence in Indiana under the name "Alfa Mortgage, Inc." Attached hereto as Exhibit 5 is a true and correct copy of selected portions of the Defendant's website.

4. On December 17, 2007, pursuant to Plaintiff's application, the Clerk of this Court entered the Defendant's default on the Complaint. A true and correct copy of the entry of default is attached hereto as Exhibit 3.

5. In prosecuting this action, Plaintiff has incurred reasonable attorney's fees in excess of \$36,860.66. These attorneys fees were necessary and reasonable. Attached hereto as Exhibit 4 are true and correct copies of the attorney invoices billed by my law firm to the Plaintiff in this matter.

I declare under penalty of perjury under the law of the United States that the foregoing is true and correct.

Executed this 4<sup>th</sup> day of March, 2008 in Irvine, California.

  
JUAN C. BASOMBRIO



10005/005

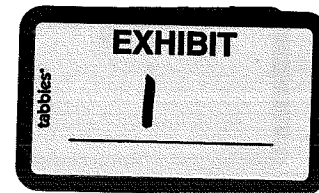


JUAN C. BASOMBRIO  
(949) 932-3650  
FAX (949) 932-3601  
basombrio.juan@dorsey.com

August 22, 2006

**By Fax and U.S. Mail**

Corina Shelton  
President/Broker  
Alfa Mortgage, Inc.  
8888 Keystone Crossing, Suite 1300  
Indianapolis, Indiana 46240



Dear Ms. Shelton:

As you know, I represent Alfa Corporation ("Alfa Corp.") and its related companies. Alfa Corp. is a financial services conglomerate. I was the lawyer that represented Alfa Corp. during your recent deposition in San Francisco.

Alfa Corp. is the registrant of the "ALFA CORPORATION" federal trademark, and of various other trademarks and pending trademark applications including the "Alfa" designation (such as Alfa Realty, Alfa Financial, Alfa Insurance, and others) in the financial services classes, with the United States Patent & Trademark Office. Mortgage lending is among the various financial services offered by Alfa Corp. and its related companies.

Accordingly, we believe that your company's use of the name "Alfa Mortgage, Inc." infringes upon the federal and common law rights of Alfa Corp. Alfa Corp. demands that you stop using the name Alfa Mortgage or any other name using "Alfa." Please contact me at your earliest convenience to discuss this matter. My client is willing to provide you with sufficient time to transition your company to using another name.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Juan C. Basombrio".  
Juan C. Basombrio



STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE  
CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greetings:

I, TODD ROKITA, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records, and proper official to execute this certificate.

I further certify that records of this office disclose that

**ALFA MORTGAGE INCORPORATED**

duly filed the requisite documents to commence business activities under the laws of State of Indiana on March 20, 2001, and was in existence or authorized to transact business in the State of Indiana on January 16, 2008.

I further certify this For-Profit Domestic Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution or expiration has been filed or taken place.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the city of Indianapolis, this Sixteenth Day of January, 2008.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA, Secretary of State

2001032100004 / 2008011602227



IN THE DISTRICT COURT OF THE UNITED STATES FOR THE  
MIDDLE DISTRICT OF ALABAMA, NORTHERN DIVISION

ALFA CORPORATION, an  
Alabama corporation,

Plaintiff,

v.

ALFA MORTGAGE INCORPORATED,  
an Indiana Corporation,

Defendant.

Civil Action No. 2:06-cv-962-WKW-WC

### ENTRY OF DEFAULT

It appearing that defendant Alfa Mortgage Incorporated, an Indiana corporation, was duly served with a copy of the summons and complaint in this action, and said defendant has failed to answer or otherwise defend this action, as required by law,

DEFAULT is hereby entered against said defendant, Alfa Mortgage, Incorporated, an Indiana corporation.

DONE THIS 17th day of December, 2007.

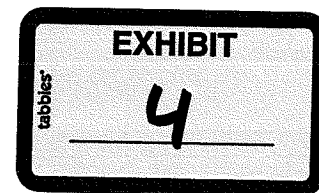
/s/ Debra P. Hackett

DEBRA P. HACKETT  
CLERK, UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF ALABAMA



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)



STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Insurance Companies  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1362302

Client-Matter No.: 442112-00011  
Alfa Mortgage, Inc.

---

For Legal Services Rendered Through October 31, 2006

**INVOICE TOTAL**

Subtotal for Current Legal Fees	\$4,153.00
Less 15% Courtesy Discount	-\$622.95
Total For Current Legal Fees	\$3,530.05
<b>Total For Current Invoice</b>	<b>\$3,530.05</b>

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

Mailing Instructions:  
Dorsey & Whitney LLP  
File 074426  
P.O. Box 60000  
San Francisco, CA 94160

Wire Instructions:  
U.S. Bank National Association  
800 Nicollet Mall  
Minneapolis, MN 55402

ABA Routing Number: 091000022  
Account Number: 1602-3010-8500  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Insurance Companies  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1362302

Client-Matter No: 442112-00011

Alfa Mortgage, Inc.

---

**For Legal Services Rendered Through October 31, 2006**

10/03/06	M. Reiner	1.30	637.00	Review complaint
10/04/06	M. Reiner	3.40	1,666.00	Review and draft complaint
10/20/06	J. Basombrio	0.70	350.00	Review complaint against Alfa Mortgage; conference with R. Huffacker regarding same; correspondence with R. Huffacker
10/23/06	J. Basombrio	1.00	500.00	Work on complaint; make revisions; review correspondence from local counsel; correspondence with local counsel
10/24/06	J. Basombrio	0.50	250.00	Finalize complaint and follow up regarding local counsel regarding same; filing and service of process; review file
10/24/06	J. Basombrio	0.30	150.00	Follow up regarding filing of complaint
10/25/06	J. Basombrio	0.70	350.00	Follow up regarding filing of complaint against Alfa Mortgage; conference with local counsel
10/27/06	J. Basombrio	0.50	250.00	Work on certificate of interested parties; notice to USPTO and service of process; correspondence with local counsel; review court docket

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

PAYMENT DUE UPON RECEIPT



Alfa Insurance Companies  
Client-Matter No.: 442112-00011  
Invoice No.: 1362302

Page 2

**Total Hours**                      **8.40**

**Subtotal for Legal Fees**                      **\$4,153.00**

**Less 15% Courtesy Discount**                      **-\$622.95**

**Total for Legal Fees**                      **\$3,530.05**

**Total This Invoice**                      **\$3,530.05**

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Insurance Companies  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1369160

Client-Matter No.: 442112-00011  
Alfa Mortgage, Inc.

---

**For Legal Services Rendered Through November 30, 2006**

**INVOICE TOTAL**

Subtotal for Current Legal Fees	\$600.00
Less 15% Courtesy Discount	-\$90.00
Total For Current Legal Fees	\$510.00
Total For Current Disbursements and Service Charges	\$11.58
<b>Total For Current Invoice</b>	<b>\$521.58</b>

**Summary of Account**

*Prior Balance Due	\$3,530.05
Total Amount Due	\$4,051.63

\*If payment has been submitted for prior balance due, please disregard.

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

Mailing Instructions:  
Dorsey & Whitney LLP  
File 074426  
P.O. Box 60000  
San Francisco, CA 94160

Wire Instructions:  
U.S. Bank National Association  
800 Nicollet Mall  
Minneapolis, MN 55402

ABA Routing Number: 091000022  
Account Number: 1602-3010-8500  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Insurance Companies  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1369160

Client-Matter No: 442112-00011

Alfa Mortgage, Inc.

---

**For Legal Services Rendered Through November 30, 2006**

11/02/06	J. Basombrio	0.20	100.00	Follow up regarding service of complaint
11/06/06	J. Basombrio	0.30	150.00	Review notices from the court; schedule answer deadline; review correspondence
11/15/06	J. Basombrio	0.10	50.00	Check court docket regarding status
11/20/06	J. Basombrio	0.30	150.00	Review court docket; correspondence with local counsel
11/28/06	J. Basombrio	0.30	150.00	Correspondence with local counsel and client regarding settlement; review complaint regarding same

**Total Hours                      1.20**

**Subtotal for Legal Fees                      \$600.00**

**Less 15% Courtesy Discount                      -\$90.00**

**Total for Legal Fees                      \$510.00**

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**





Alfa Insurance Companies  
Client-Matter No.: 442112-00011  
Invoice No.: 1369160

Page 2

**Disbursements and Service Charges**

Overnight Delivery Charges	11.58
----------------------------	-------

<b>Total for Disbursements and Service Charges</b>	<b>\$11.58</b>
----------------------------------------------------	----------------

<b>Total This Invoice</b>	<b>\$521.58</b>
---------------------------	-----------------

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



Alfa Insurance Companies  
Client-Matter No.: 442112-00011  
Invoice No.: 1369160

**Statement of Account**

<b>Invoice Date</b>	<b>Invoice Number</b>	<b>Invoice Amount</b>	<b>Payments</b>	<b>Balance Due</b>
11/07/06	1362302	\$3,530.05	\$0.00	\$3,530.05
<b>Prior Balance Due</b>				<b>\$3,530.05</b>

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Insurance Companies  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1375982

Client-Matter No.: 442112-00011  
Alfa Mortgage, Inc.

---

**For Legal Services Rendered Through December 31, 2006**

**INVOICE TOTAL**

Subtotal for Current Legal Fees	\$27,037.00
Less 15% Courtesy Discount	-\$4,055.55
Total For Current Legal Fees	\$22,981.45
Total For Current Disbursements and Service Charges	\$45.17
<b>Total For Current Invoice</b>	<b>\$23,026.62</b>

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

Mailing Instructions:  
Dorsey & Whitney LLP  
File 074426  
P.O. Box 60000  
San Francisco, CA 94160

Wire Instructions:  
U.S. Bank National Association  
800 Nicollet Mall  
Minneapolis, MN 55402

ABA Routing Number: 091000022  
Account Number: 1602-3010-8500  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Insurance Companies  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1375982

**Client-Matter No: 442112-00011**

**Alfa Mortgage, Inc.**

---

**For Legal Services Rendered Through December 31, 2006**

12/05/06	J. Basombrio	0.90	450.00	Review motion to dismiss filed by Alfa Mortgage; review correspondence regarding same
12/06/06	M. Reiner	2.40	1,176.00	Review motion to dismiss
12/06/06	J. Basombrio	1.20	600.00	Continue review of Alfa Mortgage motion to dismiss; correspondence with local counsel regarding same; review court docket; review scheduling order from the court
12/07/06	M. Reiner	4.40	2,156.00	Research and draft opposition response to motion to dismiss
12/08/06	M. Reiner	3.40	1,666.00	Research law regarding jurisdictional issue
12/11/06	M. Reiner	7.40	3,626.00	Continue research and drafting of opposition papers
12/11/06	J. Basombrio	0.40	200.00	Review correspondence and follow up regarding jurisdictional objections by defendant
12/12/06	M. Reiner	7.20	3,528.00	Continue research and drafting of opposition papers
12/13/06	M. Reiner	6.60	3,234.00	Continue research and drafting of opposition

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



Alfa Insurance Companies  
 Client-Matter No.: 442112-00011  
 Invoice No.: 1375982

Page 2

				papers
12/14/06	M. Reiner	4.10	2,009.00	Continue research and drafting of opposition papers
12/15/06	M. Reiner	7.70	3,773.00	Review background documents regarding defendant; research defendant activities; research law regarding jurisdictional issues
12/15/06	J. Basombrio	1.60	800.00	Work on opposition to Alfa Mortgage motion to dismiss; review correspondence and correspondence with local counsel
12/18/06	M. Reiner	3.10	1,519.00	Draft declaration and exhibits
12/19/06	J. Basombrio	0.30	150.00	Correspondence with local counsel regarding motion to dismiss; follow up regarding same
12/28/06	J. Basombrio	0.30	150.00	Review court docket; review briefing deadline and court order regarding same; review correspondence
12/31/06	J. Basombrio	4.00	2,000.00	Work on opposition to defendant's motion to dismiss; review papers and research law regarding the same; review prior deposition of defendant; work on opposition brief

**Total Hours                      55.00**

**Subtotal for Legal Fees                      \$27,037.00**

**Less 15% Courtesy Discount                      -\$4,055.55**

**Total for Legal Fees                      \$22,981.45**

#### **Disbursements and Service Charges**

Computerized Legal Research - Westlaw search done on 12/15/06                      45.17

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



Alfa Insurance Companies  
Client-Matter No.: 442112-00011  
Invoice No.: 1375982

Page 3

**Total for Disbursements and Service Charges** **\$45.17**

**Total This Invoice** **\$23,026.62**

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Insurance Companies  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1382197

Client-Matter No.: 442112-00011  
Alfa Mortgage, Inc.

---

**For Legal Services Rendered Through January 31, 2007**

**INVOICE TOTAL**

Subtotal for Current Legal Fees	\$3,400.00
Less 15% Courtesy Discount	-\$510.00
Total For Current Legal Fees	\$2,890.00
Total For Current Disbursements and Service Charges	\$77.40
<b>Total For Current Invoice</b>	<b>\$2,967.40</b>

**Summary of Account**

*Prior Balance Due	\$23,026.62
Total Amount Due	\$25,994.02

\*If payment has been submitted for prior balance due, please disregard.

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

Mailing Instructions:  
Dorsey & Whitney LLP  
File 074426  
P.O. Box 60000  
San Francisco, CA 94160

Wire Instructions:  
U.S. Bank National Association  
800 Nicollet Mall  
Minneapolis, MN 55402

ABA Routing Number: 09100022  
Account Number: 1602-3010-8500  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Insurance Companies  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1382197

**Client-Matter No: 442112-00011**

**Alfa Mortgage, Inc.**

---

**For Legal Services Rendered Through January 31, 2007**

01/02/07	J. Basombrio	4.50	2,250.00	Continue work on opposition to Alfa Mortgage's motion to dismiss for lack of jurisdiction; prepare Basombrio declaration and exhibits; review applicable law and motion papers; review USPTO and other sites; review information about defendant; correspondence with local counsel and client
01/03/07	J. Basombrio	0.50	250.00	Finalize opposition to motion to dismiss; correspondence with local counsel regarding same
01/05/07	J. Basombrio	0.30	150.00	Review opposition papers regarding motion to dismiss; correspondence with client
01/09/07	J. Basombrio	1.50	750.00	Review reply brief filed by defendant in support of motion to dismiss and declaration; review law cited therein; correspondence with client regarding same

**Total Hours                      6.80**

**Subtotal for Legal Fees                      \$3,400.00**

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**





Alfa Insurance Companies  
Client-Matter No.: 442112-00011  
Invoice No.: 1382197

Page 2

**Less 15% Courtesy Discount** **-\$510.00**

**Total for Legal Fees** **\$2,890.00**

**Disbursements and Service Charges**

Computerized Legal Research - Westlaw search done on 01/02/07 66.21

Overnight Delivery Charges 11.19

**Total for Disbursements and Service Charges** **\$77.40**

**Total This Invoice** **\$2,967.40**

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



Alfa Insurance Companies  
Client-Matter No.: 442112-00011  
Invoice No.: 1382197

**Statement of Account**

<b>Invoice Date</b>	<b>Invoice Number</b>	<b>Invoice Amount</b>	<b>Payments</b>	<b>Balance Due</b>
01/09/07	1375982	\$23,026.62	\$0.00	\$23,026.62
<b>Prior Balance Due</b>				<b>\$23,026.62</b>

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Corporation  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1446571

Client-Matter No.: 442112-00011  
Alfa Mortgage, Inc.

---

For Legal Services Rendered Through October 31, 2007

**INVOICE TOTAL**

Subtotal for Current Legal Fees	\$481.50
Less 15% Courtesy Discount	-\$72.23
Total For Current Legal Fees	\$409.27
<b>Total For Current Invoice</b>	<b>\$409.27</b>

**Summary of Account**

*Prior Balance Due	\$386.88
Total Amount Due	\$796.15

\*If payment has been submitted for prior balance due, please disregard.

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

Mailing Instructions:  
Dorsey & Whitney LLP  
File 074426  
P.O. Box 60000  
San Francisco, CA 94160

Wire Instructions:  
U.S. Bank National Association  
800 Nicollet Mall  
Minneapolis, MN 55402

ABA Routing Number: 091000022  
Account Number: 1602-3010-8500  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Corporation  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1446571

Client-Matter No: 442112-00011

Alfa Mortgage, Inc.

---

For Legal Services Rendered Through October 31, 2007

10/01/07	J. Basombrio	0.50	267.50	Review correspondence regarding response to the complaint and extension; respond to local counsel regarding same; review court order regarding denial of motion to dismiss
10/02/07	J. Basombrio	0.10	53.50	Review correspondence with local counsel regarding defendant's response to the complaint
10/25/07	J. Basombrio	0.30	160.50	Review correspondence from local counsel regarding status; correspond with R. Huffaker regarding motion to strike answer; correspond with T. Treadwell regarding same; review court docket

**Total Hours**                      **0.90**

**Subtotal for Legal Fees**                      **\$481.50**

**Less 15% Courtesy Discount**                      **-\$72.23**

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



Alfa Corporation  
Client-Matter No.: 442112-00011  
Invoice No.: 1446571

Page 2

**Total for Legal Fees \$409.27**

**Total This Invoice \$409.27**

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



Alfa Corporation  
Client-Matter No.: 442112-00011  
Invoice No.: 1446571

**Statement of Account**

<b>Invoice Date</b>	<b>Invoice Number</b>	<b>Invoice Amount</b>	<b>Payments</b>	<b>Balance Due</b>
10/08/07	1439013	\$386.88	\$0.00	\$386.88
<b>Prior Balance Due</b>				<b>\$386.88</b>

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Corporation  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1454666

Client-Matter No.: 442112-00011  
Alfa Mortgage, Inc.

---

For Legal Services Rendered Through November 30, 2007

**INVOICE TOTAL**

Subtotal for Current Legal Fees	\$535.00
Less 15% Courtesy Discount	-\$80.25
Total For Current Legal Fees	\$454.75
<b>Total For Current Invoice</b>	<b>\$454.75</b>

**Summary of Account**

*Prior Balance Due	\$409.27
Total Amount Due	\$864.02

\*If payment has been submitted for prior balance due, please disregard.

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

Mailing Instructions:  
Dorsey & Whitney LLP  
File 074426  
P.O. Box 60000  
San Francisco, CA 94160

Wire Instructions:  
U.S. Bank National Association  
800 Nicollet Mall  
Minneapolis, MN 55402

ABA Routing Number: 09100022  
Account Number: 1602-3010-8500  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Corporation  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1454666

Client-Matter No: 442112-00011

Alfa Mortgage, Inc.

---

For Legal Services Rendered Through November 30, 2007

11/06/07	J. Basombrio	0.60	321.00	Review court orders on motion to strike answer and scheduling order; review deadlines in the case; review FRCP 26 issues; correspond with local counsel regarding same; correspond with client
11/13/07	J. Basombrio	0.40	214.00	Review electronic court docket regarding status; review court order regarding scheduling deadlines; confer with T. Treadwell regarding same

**Total Hours**                      **1.00**

**Subtotal for Legal Fees**                      **\$535.00**

**Less 15% Courtesy Discount**                      **-\$80.25**

**Total for Legal Fees**                      **\$454.75**

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**





Alfa Corporation  
Client-Matter No.: 442112-00011  
Invoice No.: 1454666

Page 2

**Total This Invoice** **\$454.75**

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



Alfa Corporation  
Client-Matter No.: 442112-00011  
Invoice No.: 1454666

**Statement of Account**

<b>Invoice Date</b>	<b>Invoice Number</b>	<b>Invoice Amount</b>	<b>Payments</b>	<b>Balance Due</b>
11/07/07	1446571	\$409.27	\$0.00	\$409.27
<b>Prior Balance Due</b>				<b>\$409.27</b>

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Corporation  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1461327

Client-Matter No.: 442112-00011  
Alfa Mortgage, Inc.

---

**For Legal Services Rendered Through December 31, 2007**

**INVOICE TOTAL**

Subtotal for Current Legal Fees	\$695.50
Less 15% Courtesy Discount	-\$104.33
Total For Current Legal Fees	\$591.17
Total For Current Disbursements and Service Charges	\$4.80
<b>Total For Current Invoice</b>	<b>\$595.97</b>

**Summary of Account**

*Prior Balance Due	\$45.48
<b>Total Amount Due</b>	<b>\$641.45</b>

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

Mailing Instructions:  
Dorsey & Whitney LLP  
File 074426  
P.O. Box 60000  
San Francisco, CA 94160

Wire Instructions:  
U.S. Bank National Association  
800 Nicollet Mall  
Minneapolis, MN 55402

ABA Routing Number: 091000022  
Account Number: 1602-3010-8500  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Corporation  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1461327

\*If payment has been submitted for prior balance due, please disregard.

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Corporation  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

Invoice No. 1461327

Client-Matter No: 442112-00011

Alfa Mortgage, Inc.

---

For Legal Services Rendered Through December 31, 2007

12/10/07	J. Basombrio	0.80	428.00	Review electronic court docket; answer letter from defendant, order from court and correspondence from local counsel; review defendant's website; correspond with T. Treadwell at Alfa and local counsel regarding default and next steps
12/11/07	J. Basombrio	0.50	267.50	Review correspondence with client and local counsel regarding status; follow up regarding same; review motion for entry of default from local counsel

**Total Hours**                      **1.30**

**Subtotal for Legal Fees**                      **\$695.50**

**Less 15% Courtesy Discount**                      **-\$104.33**

**Total for Legal Fees**                      **\$591.17**

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



Alfa Corporation  
Client-Matter No.: 442112-00011  
Invoice No.: 1461327

Page 2

**Disbursements and Service Charges**

Photocopy Charges	4.80
-------------------	------

<b>Total for Disbursements and Service Charges</b>	<b>\$4.80</b>
----------------------------------------------------	---------------

<b>Total This Invoice</b>	<b>\$595.97</b>
---------------------------	-----------------

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



Alfa Corporation  
Client-Matter No.: 442112-00011  
Invoice No.: 1461327

**Statement of Account**

<b>Invoice Date</b>	<b>Invoice Number</b>	<b>Invoice Amount</b>	<b>Payments</b>	<b>Balance Due</b>
12/04/07	1454666	\$454.75	-\$409.27	\$45.48
<b>Prior Balance Due</b>				<b>\$45.48</b>

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Corporation  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

February 13, 2008  
Invoice No. 1470256

Client-Matter No.: 442112-00011  
Alfa Mortgage, Inc.

---

**For Legal Services Rendered Through January 31, 2008**

**INVOICE TOTAL**

Subtotal for Current Legal Fees	\$5,821.50
Less 15% Courtesy Discount	-\$873.23
Total For Current Legal Fees	\$4,948.27
Total For Current Disbursements and Service Charges	\$95.00
<b>Total For Current Invoice</b>	<b>\$5,043.27</b>

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

Mailing Instructions:  
Dorsey & Whitney LLP  
File 074426  
P.O. Box 60000  
San Francisco, CA 94160

Wire Instructions:  
U.S. Bank National Association  
800 Nicollet Mall  
Minneapolis, MN 55402

ABA Routing Number: 091000022  
Account Number: 1602-3010-8500  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**





SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Corporation  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

February 13, 2008  
Invoice No. 1470256

Client-Matter No: 442112-00011

Alfa Mortgage, Inc.

---

**For Legal Services Rendered Through January 31, 2008**

01/05/08	J. Basombrio	0.30	160.50	Review schedule in the case and status; review court docket and scheduling conference order
01/08/08	J. Basombrio	0.30	160.50	Review court order cancelling scheduling conference; review next steps in the case
01/11/08	J. Basombrio	0.50	267.50	Work on motion for entry of default judgment
01/13/08	J. Basombrio	0.40	214.00	Review default order from the court; follow up regarding motion for entry of default judgment
01/14/08	M. Hilpert	5.60	1,596.00	Discuss assignment with E. Epstein; review docket; draft motion for entry of default judgment
01/14/08	J. Basombrio	0.50	267.50	Work on motion for entry of default judgment; correspond with local counsel regarding the same
01/15/08	E. Epstein	0.50	185.00	Draft motion for default judgment
01/15/08	M. Hilpert	2.40	684.00	Draft memo in support of motion to enter default judgment

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

PAYMENT DUE UPON RECEIPT



Alfa Corporation  
 Client-Matter No.: 442112-00011  
 Invoice No.: 1470256

February 13, 2008  
 Page 2

01/16/08	E. Epstein	0.10	37.00	Draft motion for default judgment
01/16/08	M. Hilpert	2.20	627.00	Draft memo; draft Declaration; Draft Motion for Entry of Default Judgment; compile exhibits to Declaration
01/31/08	E. Epstein	4.00	1,480.00	Draft motion for default judgment
01/31/08	M. Hilpert	0.50	142.50	Draft proposed judgment; meet with E. Epstein to discuss same

**Total Hours 17.30**

**Subtotal for Legal Fees \$5,821.50**

**Less 15% Courtesy Discount -\$873.23**

**Total for Legal Fees \$4,948.27**

#### **Disbursements and Service Charges**

Professional Service - CSC - Document retrieval work and Service fee - Certificate of Good Standing in DE for Alfa Mortgage Incorporated 01/16/08	95.00
------------------------------------------------------------------------------------------------------------------------------------------------------	-------

**Total for Disbursements and Service Charges \$95.00**

**Total This Invoice \$5,043.27**

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Corporation  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

March 6, 2008  
Invoice No. 1475353

Client-Matter No.: 442112-00011  
Alfa Mortgage, Inc.

---

**For Legal Services Rendered Through February 29, 2008**

<b>INVOICE TOTAL</b>	
Subtotal for Current Legal Fees	\$642.00
Less 15% Courtesy Discount	-\$96.30
Total For Current Legal Fees	\$545.70
<b>Total For Current Invoice</b>	<b>\$545.70</b>

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

Mailing Instructions:  
Dorsey & Whitney LLP  
File 074426  
P.O. Box 60000  
San Francisco, CA 94160

Wire Instructions:  
U.S. Bank National Association  
800 Nicollet Mall  
Minneapolis, MN 55402

ABA Routing Number: 091000022  
Account Number: 1602-3010-8500  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

**PAYMENT DUE UPON RECEIPT**



SOUTHERN CALIFORNIA OFFICE  
949-932-3687

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Alfa Corporation  
Legal Department  
Attn: Tom Treadwell, Esq  
P.O. Box 11000  
Montgomery AL 36191

March 6, 2008  
Invoice No. 1475353

Client-Matter No: 442112-00011

Alfa Mortgage, Inc.

---

For Legal Services Rendered Through February 29, 2008

02/07/08	J. Basombrio	1.20	642.00	Work on motion for entry of default judgment
----------	--------------	------	--------	----------------------------------------------

<b>Total Hours</b>	<b>1.20</b>			
--------------------	-------------	--	--	--

<b>Subtotal for Legal Fees</b>	<b>\$642.00</b>
--------------------------------	-----------------

<b>Less 15% Courtesy Discount</b>	<b>-\$96.30</b>
-----------------------------------	-----------------

<b>Total for Legal Fees</b>	<b>\$545.70</b>
-----------------------------	-----------------

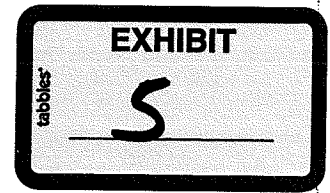
<b>Total This Invoice</b>	<b>\$545.70</b>
---------------------------	-----------------

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

PAYMENT DUE UPON RECEIPT

Alfa Mortgage

Page 1 of 2



**Construction**

**Commercial**

**Residential**

[Home](#) | [About](#) | [FAQs](#) | [Why Us](#) | [Service Areas](#) | [Loan Programs](#) | [Loan Process](#) | [Online Apps](#) | [Forms](#) | [Calculators](#) | [Contact Us](#)

All Rights Reserved to Alfa Mortgage Inc. Copyrights 2004. Site Design by Midwest Technology Partnership



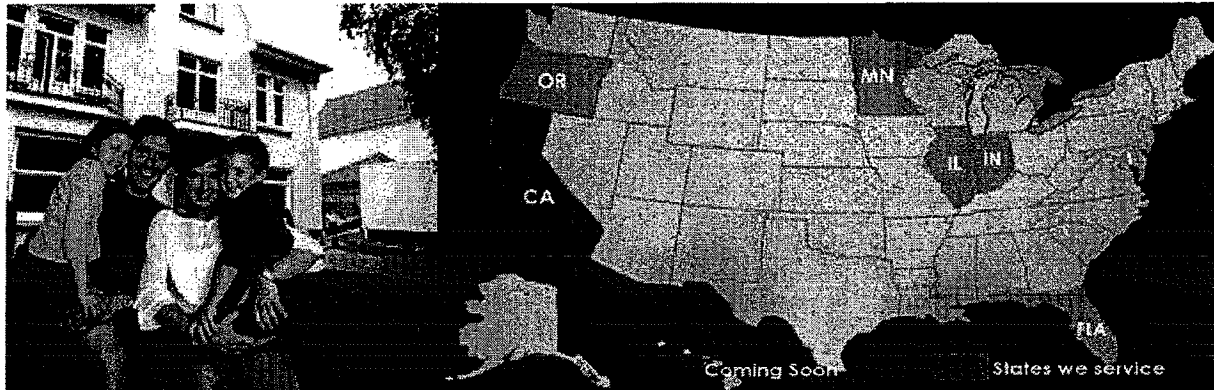
Our mission at Alfa Mortgage, Inc. is to make home financing understandable, easy and convenient. We offer a wide range of financing options, interest rates and terms, giving you the opportunity to find the best loans for your needs. Our office of mortgage professionals will work with you from start to finish, showing you how easy it is to buy or refinance your home.

[Home](#) | [About](#) | [FAQs](#) | [Why Us](#) | [Service Areas](#) | [Loan Programs](#) | [Loan Process](#) | [Online Apps](#) | [Forms](#) | [Calculators](#) | [Contact Us](#)

All Rights Reserved to Alfa Mortgage Inc. Copyrights 2004. Site Design by Midwest Technology Partnership

Alfa Mortgage

Page 1 of 2




[Home](#) | [About](#) | [FAQs](#) | [Why Us](#) | [Service Areas](#) | [Loan Programs](#) | [Loan Process](#) | [Online Apps](#) | [Forms](#) | [Calculators](#) | [Contact Us](#)

All Rights Reserved to Alfa Mortgage Inc. Copyrights 2004. Site Design by Midwest Technology Partnership

Alfa Mortgage

Page 1 of 2



We have various loan programs that will fit your family needs.

REFINANCING LOAN	COMMERCIAL LOANS
PAYOFF LAND CONTRACTS	REVERSE MORTGAGE
VA MORTGAGE	INVESTOR LOANS
FHA MORTGAGE	125% 2nd MORTGAGE
PURCHASES	CONSTRUCTION LOANS
SELF EMPLOYED BORROWERS	2nd MORTGAGE LOANS
BANKRUPTCY/FORECLOSURE	NO DOC/STATED INCOME

[Home](#) | [About](#) | [FAQs](#) | [Why Us](#) | [Service Areas](#) | [Loan Programs](#) | [Loan Process](#) | [Online Apps](#) | [Forms](#) | [Calculators](#) | [Contact Us](#)

All Rights Reserved to Alfa Mortgage Inc. Copyrights 2004. Site Design by Midwest Technology Partnership



Alfa Mortgage

Page 1 of 2



Corporate Office  
8888 Keystone Crossing  
Suite 1300  
Indianapolis, IN 46240  
Phone: 317-581-8556  
Fax: 317-581-8557  
Email: [info@alfamtg.com](mailto:info@alfamtg.com)

[Home](#) | [About](#) | [FAQs](#) | [Why Us](#) | [Service Areas](#) | [Loan Programs](#) | [Loan Process](#) | [Online Apps](#) | [Forms](#) | [Calculators](#) | [Contact Us](#)

All Rights Reserved to Alfa Mortgage Inc. Copyrights 2004. Site Design by Midwest Technology Partnership